

WHEREAS, this Board, by Resolution duly passed and adopted on the 21st day of April, A. D. 1916, accepted the offer of The California Camp Meeting Ground Association to sell to the City of Lodi that certain lot, piece or parcel of land, situated in the City of Lodi, County of San Joaquin, State of California, described as follows, to-wit:-

Block 32, of the City of Lodi (formerly Town of Mokelumne) as designated on the Map and Field Notes of the Town Site of Mokelumne, filed with the Recorder of San Joaquin County, July 17, 1869, by the Western Pacific Railroad Company, now Southern Pacific Company; and,

WHEREAS, under the terms of said Resolution Eight Thousand Dollars (\$6000.00) was appropriated and set aside from the general fund for the purchase of said Block; and,

WHEREAS, the President of this Board of Trustees, pursuant to said Resolution, entered into a valid agreement for the purchase of said Block for said sum of Eight Thousand Dollars (\$8000.00), <sup>advanced and</sup> and/paid thereon the sum of One Hundred Dollars (\$100.00), the balance to be paid when a full and complete abstract is furnished, showing good and merchantable title, in the owner; and,

WHEREAS, such abstract has been furnished, and, in the opinion of the City Attorney of said City of Lodi, the title to said Block is good and merchantable; and,

WHEREAS, said The California Camp Meeting Ground Association has tendered a good and sufficient deed of said described Block to this Board of Trustees,-

NOW, THEREFORE, BE IT RESOLVED that the delivery of said Deed be accepted, and a warrant be drawn in the usual manner for the balance, to-wit, the sum of \$7900.00, of said sum so set aside from the general fund, in favor of said The California Camp Meeting Ground Association, and the same be delivered to said The California Camp Meeting Ground Association upon the delivery of said Deed to this Board of Trustees.

BE IT FURTHER RESOLVED, AND ORDERED, That a warrant for \$100 be drawn in favor of the President of this Board as reimbursement for the amount advanced, as above stated.

THIS INDENTURE, made and entered into this 24th day of April, A. D. 1916, between CALIFORNIA CAMP MEETING GROUNDS ASSOCIATION OF THE STATE OF CALIFORNIA, the party of the first part, and the CITY OF LODI, in the County of San Joaquin, State of California, a municipal corporation, the party of the second part,

WITNESSETH:-

That the said party of the first part, in consideration of the covenants and agreements on the part of the said party of the second part, hereinafter contained, agrees to sell and convey unto the said party of the second part, and said second party agrees to buy all that certain lot, piece or parcel of land, situated in the City of Lodi, County of San Joaquin, State of California, described as follows, to-wit:-

Block Thirty-two (32) of the City of Lodi (formerly Town of Mokelumne) as designated on the Map and Field Notes of the Town Site of Mokelumne, filed with the Recorder of San Joaquin County, July 17, 1869, by the Western Pacific Railroad Company, now Southern Pacific Company.

For the Sum of \$8000.00, payable as follows, to-wit: \$100.00 cash down at the signing of these presents, the receipt of which is hereby acknowledged by the said party of the first part, and \$7900.00 within ten days after the said party of the first part furnishes to the said party of the second for examination, a complete abstract of title, or a certificate of title, showing perfect title of the above described premises in the said party of the first part, and in the event that the said party of the first part cannot furnish an abstract, or a certificate, of title, showing good merchantable title in the party of the first part, then the said party of the first part shall have a reasonable time in which to perfect said title, and said party of the first part agrees, in case there are any imperfections in said title, that it will perfect the same within a reasonable time, not to exceed Three months from the date of these presents, and whenever said title is shown to be good and

merchantable to said party of the second part, and said payment of \$7900.00 shall be made to said party of the first part, said party of the first part, upon receiving said payment, will execute to the said party of the second part a good and sufficient deed, conveying said property to the said party of the second part, and in the event of a failure to comply with the terms hereof by the said party of the second part, then the said party of the first part shall be released from all obligations in law or equity to convey said property, and the said party of the second part shall forfeit all right thereto, and all money theretofore paid thereon shall be as liquidated damages for the non fulfillment hereof by said party of the second part.

It is further understood and agreed, as part consideration for the execution of this agreement on the part of the said party of the first part, that the party of the first part shall have and retain possession of said described premises up to and including the 15th day of June, A. D. 1916, and further, that said first party shall have the right to remove all buildings on said described premises, and in the event such removal necessitates the removal of any trees from said described premises, said first party shall have the right to remove such number as are absolutely necessary for such removal, and said first party agrees to remove said buildings on or before September 15, A. D. 1916.

IN WITNESS WHEREOF, the said party of the first part has caused its name to be hereunto affixed by its vice president and one of the trustees thereunto duly authorized, and the said party of the second part has caused its corporate name and seal to be hereunto affixed by the president of its board of trustees, by resolution thereunto duly authorized, the day and year first above written.

CALIFORNIA CAMP MEETING GROUNDS ASSOCIATION OF THE STATE OF CALIFORNIA,

By L. J. Burman

BY J. D. Gross

Trustees.

BY City of Lodi

H. O. Hale  
President of Board of Trustees.